

U.S. EXHIBIT B

DEPARTMENT OF THE AIR FORCE
LICENSE FOR NATIONAL GUARD PURPOSES
HICKAM AIR FORCE BASE AND FORT KAMEHAMEHA MILITARY RESERVATION

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Contract No. DACA84-3-76-15

The SECRETARY OF THE AIR FORCE hereby grants to the State of Hawaii, hereinafter referred to as the licensee, a license for a term commencing on the date of execution of this grant on behalf of the Secretary of the Air Force and ending on March 28, 1980, but revocable at will by the Secretary of the Air Force, to use and occupy for year-round training and support of the Hawaii Air National Guard, the following described property:

A. A portion of Hickam Air Force Base, containing an exclusive use area of 22.63 acres, more or less, as shown in yellow on Exhibit "A", attached hereto and made a part hereof, and a joint use area of 5.58 acres, more or less, as shown in green on said Exhibit "A" attached hereto.

B. A portion of Fort Kamehameha Military Reservation, containing a total exclusive use area of 67.13 acres, more or less, as shown in red on the aforesaid Exhibit "A" attached hereto.

TOGETHER WITH the right to use and occupy certain buildings and facilities as indicated on Exhibit "B", attached hereto and made a part hereof.

THIS LICENSE is granted subject to the following conditions:

1. That the use and occupancy herein authorized shall be without cost or expense to the Regular Establishment of the Military Departments of the Department of Defense and shall be under the general supervision and subject to the approval of the Secretary of the Air Force or his duly authorized representative and subject also to such rules and regulations as he may from time to time prescribe.
2. That the licensee shall maintain and keep in good repair and condition the premises herein authorized to be used, and all costs of operation, maintenance, and restoration occasioned by reason of the occupancy of the premises by the licensee shall be paid for from funds available to the licensee, or from funds other than those appropriated for the Regular Establishment of the said Departments.
3. That the United States (hereinafter referred to as the Government) reserves the right to use the property included in this license, or any part thereof, including all buildings and improvements situated thereon, for such purposes as the Department of the Air Force deems necessary in the interest of national defense.
4. That the Government will not be responsible for any injury to persons or damage to property arising out of or incident to the use or occupancy of the licensed property by the licensee, howsoever such injury or damage may be caused, and the licensee shall indemnify and save the Government harmless from any and all claims for any such injury or damage, excepting claims for injury or damage arising from activities of the Government on the said property which are being conducted exclusively for the benefit of the Government. Nothing

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contained in this condition shall be construed to be in derogation of the rights and remedies afforded aggrieved parties by Federal statute. It is understood that the obligations imposed on the licensee by the condition are limited to those not prohibited from being assumed by the laws of the State.

5. That the licensee shall pay the cost, as determined by the duly authorized representative of the Secretary of the Air Force, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the licensee, including the licensee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. Payment shall be made in the manner prescribed by said representative upon bills rendered monthly. The Government shall be under no obligation to furnish utilities or services.

6. That no addition to or alteration or improvement of the premises shall be made without prior written authorization from the Secretary of the Air Force or his duly authorized representative. All additions, alterations, and improvements so authorized shall be maintained by the licensee in good repair and condition. Permanent additions, alterations, and improvements (which shall be so designated by the Secretary of the Air Force or his duly authorized representative) shall, upon completion, become and remain the property of the Government.

7. That the facilities included in this license shall not be used for the quartering of personnel engaged in Air National Guard activities except when such personnel are in the Federal service or participating in authorized training. This restriction shall not apply to the temporary or intermittent quartering of personnel.

8. That this license may be relinquished by the licensee upon giving thirty (30) days' notice in writing to the Secretary of the Air Force through his duly authorized representative.

9. That, on or before the date of expiration of this license or its relinquishment by the licensee, the licensee shall vacate the premises, remove all property of the licensee therefrom (excluding those permanent additions, alterations, and improvements which under the provisions of Condition 6 hereof have become the property of the Government), and restore the premises to as good condition as that existing upon the date of commencement of the term of this license, damages beyond the control of the licensee and due to fair wear and tear excepted. If, however, this license is revoked, the licensee shall vacate the premises, remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Air Force may designate. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then at the option of the Secretary of the Air Force said property shall either become the property of the Government without compensation therefor, or the Secretary of the Air Force may cause the property to be removed and the premises to be so restored at the expense of the licensee, and no claim for damages against the Government or its officers or agents shall be created by or made on account of such removal and restoration.

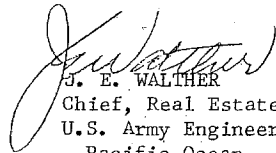
10. That all the privileges granted by this license, insofar as they pertain to the use and occupancy of the property at Fort Kamehameha Military Reservation shall be subject to the terms and conditions of Department of the Army Permit, Contract No. DA-94-626-ENG-103, issued to the Department of the Air Force.

11. That there is no property of historical significance included in this license which falls within the provisions of Presidential Executive Order 11593.

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12. That this license supersedes License, Contract No. DA-94-626-ENG-17, said License, Contract No. DA-94-626-ENG-17, is hereby rescinded.

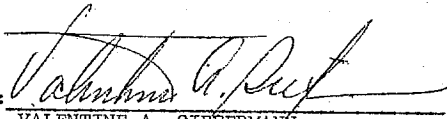
IN WITNESS WHEREOF I have hereunto set my hand this 13th day of November, 1975, by authority of the Secretary of the Air Force.



J. E. WALTHER
Chief, Real Estate Division
U.S. Army Engineer Division,
Pacific Ocean
Corps of Engineers

The above instrument, together with all the conditions thereof, is hereby accepted this 11th day of November, 1975.

DEPARTMENT OF DEFENSE
STATE OF HAWAII

By: 
VALENTINE A. SIEFERMANN
Major General, HANG
Adjutant General